

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: :  
 : Chapter 7  
THREE ARROWS ENTERPRISES, INC., et al. :  
 : Case No. 1-09-07158  
Debtor : Case No. 1-09-07161  
 : (Jointly Administered)

**STIPULATION BETWEEN TRUSTEE AND SUSQUEHANNA BANK PERTAINING TO  
LIQUIDATION OF THREE ARROWS ENTERPRISES, INC. REMAINING VEHICLE**

**NOW COME** the duly appointed Chapter 7 Trustee, Lawrence G. Frank ("Trustee"), by and through his legal counsel, Lawrence G. Frank, Esquire, and Susquehanna Bank ("Bank"), by and through its counsel, Barley Snyder, LLC, which stipulate and agree as follows:

1. On September 16, 2009, Three Arrows Enterprises, Inc. ("Debtor") filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code ("Code").
2. On January 21, 2010, the Chapter 11 case of the Debtor was converted to a case pending under Chapter 7 of the Code.
3. On January 22, 2010, the Trustee was appointed as Chapter 7 Trustee in the Debtor's case.
4. Prior to the filing of the Debtor's Chapter 11 case, the Bank provided new and used vehicle floor plan financing to the Debtor. The Bank continues to maintain the capability of inspecting vehicle inventories and liquidating vehicles.
5. The Trustee and the Bank have determined that the Debtor remains in possession of a certain used vehicle which is or may be an asset of the Debtor's estate herein and/or may be subject to liens and security interests in favor of the Bank. Such remaining vehicle inventory ("Remaining Vehicle") is as follows:

<b>Make/Model</b>	<b>Year</b>	<b>VIN</b>
Mercedes-Benz S550	2008	WDDNG86X88A168324Z

The Remaining Vehicle is located at premises previously utilized by the Debtor for vehicle sales and apparently currently occupied by an automobile vehicle dealership known as "Black Tie International", being the property commonly known as 515 Reading Road, Ephrata, Lancaster County, Pennsylvania.

6. The Trustee and the Bank agree that the proper safekeeping of the Remaining Vehicle requires that the Remaining Vehicle be removed from its current location and liquidated.

7. The Bank and the Trustee agree that the Bank has the means and capability to take possession of the Remaining Vehicle and cause the same to be liquidated at auction in the same manner customarily utilized by the Bank in such circumstances.

8. The Trustee and the Bank agree that the Bank shall obtain possession of the Remaining Vehicle, remove the Remaining Vehicle from its present location and proceed with the liquidation of the Remaining Vehicle at auction, with all net proceeds of such auction sale to be held by the Bank pending further agreement of the parties and order of the Bankruptcy Court.

9. The Bank shall file a report of sale of such vehicle with the Court and serve a copy of same on the Trustee, indicating the sale price for the vehicle and the net proceeds obtained which remain in the possession of the Bank.

10. The matters agreed upon by the Trustee and the Bank herein are without prejudice to the respective claims which either the Trustee or the Bank may advance or argue in this case, any adversary proceeding or any other proceeding with respect to entitlement to the proceeds derived from the sale of the Remaining Vehicle.

11. This Stipulation, when signed by the identified attorneys on behalf of their respective clients, will be submitted to the Bankruptcy Court for entry of an order approving this Stipulation and directing the Debtor, Black Tie International or any other party in possession of the Remaining Vehicle to surrender same to the Bank upon demand.

WHEREFORE, the Trustee and Susquehanna Bank hereby respectfully request that this Honorable Court enter an Order in the form attached hereto and approving this Stipulation with full force and effect of an Order of the Court.

**THOMAS, LONG, NIESEN AND KENNARD**

Date: July 22, 2010

By: /s/ Lawrence G. Frank  
Lawrence G. Frank, Esquire  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
(717) 234-7455  
(Attorneys for Trustee)

[ONE ADDITIONAL SIGNATURE PAGE FOLLOWS]

**BARLEY SNYDER LLC**

Date: July 22, 2010

By: /s/ Timothy G. Dietrich  
Timothy G. Dietrich, Esquire  
50 North Fifth Street, 2<sup>nd</sup> Floor  
P.O. Box 942  
Reading, PA 19603-0942  
610-898-7157  
(Attorneys for Susquehanna Bank)